



KENSINGTON FIRE PROTECTION DISTRICT
SPECIAL MEETING OF THE BOARD OF DIRECTORS
AGENDA

Thursday, April 28, 2022 7:00pm
Via Zoom Teleconference

Due to COVID-19, and in accordance with California Executive Order N-08-21, the District Board meeting will not be physically open to the public and all Board Members will be teleconferencing into the meeting. To maximize public safety while still maintaining transparency and public access, members of the public can observe the meeting by attending the Zoom webinar (on the day and time of the meeting) and may provide public comment by sending comments to the Board President and Board Clerk via email at public.comment@kensingtonfire.org. Comments will then be read into the record, with a maximum allowance of 5 minutes per individual comment, subject to the Chair's discretion

Instructions on how to make a public comment during the meeting: At points in the meeting when the meeting chair requests public comment, members of the public participating in the live meeting either via internet or telephone shall indicate their desire to speak. If participating via internet, please click the "raise hand" feature located within the Zoom application screen. If connected via telephone, please dial "*9" (star, nine).

Any member of the public who needs special accommodations should email public.comment@kensingtonfire.org 48 hours prior to the meeting. This will enable the Kensington Fire Protection District to make reasonable arrangements to ensure accessibility to this meeting (28 CFR 35.102-35.104 ADA Title 1).

For public comment items, each member of the public will be allotted the same maximum number of minutes to speak as set by the President before or during its consideration, except that public speakers using interpretation assistance will be allowed to testify for twice the amount of the public testimony time limit (California Government Code section 54954.3(a)).

Internet Address:

<https://us06web.zoom.us/j/84069989937?pwd=dHILSE12dGtJZ1JjWm1WZ1V3MkkyZz09>

Telephone Access:

(720) 707-2699 or (346) 248-7799 or (253) 215-8782

Webinar ID: 840 6998 9937

Passcode: 112233

TIMING OF AGENDA ITEMS: *Approximate times are included below but may vary to accommodate appropriate discussion time and attention to the individual items.*

1. (7:00pm) CALL TO ORDER/ROLL CALL

President Nagel, Vice President Padian, Directors Dommer, Kosel, and Stein

2. (7:01pm) PUBLIC COMMENT

Comments are limited to items on this special meeting agenda.

3. (7:10pm) NEW BUSINESS

a. Exploration of Interest Rate Proposals for CIP Expenses (Supporting Materials)

In an effort to mitigate rising interest rates, financing proposals for the Public Safety Building Renovation Project to provide the Board with options to proceed should be acquired. No costs will be incurred by the District until the Board formally approves financing.

Action = Approve staff to acquire financing proposals at current interest rates for the Public Safety Renovation Project in order to mitigate anticipated market increases.

b. Approval of Capital Reserve Expenditure of \$4,717.81 for Down Payment on Temporary Fire Station Apparatus Bay Structure (Supporting Materials)

In order to meet the current schedule for the renovation project, it is necessary to place a down payment on the structure for the Temporary Fire Station Apparatus Bay. The proposal from American Steel Carports requires a payment of \$4,717.81. Approval is recommended to lock-in the current steel and fabrication pricing before it escalates.

Action = Approve the expenditure as proposed.

4. (8:00pm) ANNOUNCE AND ADJOURN TO CLOSED SESSION

a. Closed Session: The Board may recess to consider matters of pending litigation (GC 54956.9), personnel (GC 54957), labor relations (GC 54957.6), and real property negotiations (GC54956.8). Records are not available for public inspection.

i. Subject: Real Property Negotiations (GC54956.8) – (Property: Sub-Lease from the KPPCSD of temporary office/storage space within a modular building located at 10940 San Pablo Ave, El Cerrito CA; Agency Negotiator: GM Bill Hansell; Under Negotiation: Both price and terms of payment.)

ii. Subject: Real Property Negotiations (GC54956.8) – (Property: Lease of parking lot located off Craft Ave, El Cerrito, CA from the Unitarian Universalist Church of Berkeley, 1 Lawson Rd, Kensington CA; Agency Negotiator: GM Bill Hansell; Under Negotiation: Both price and terms of payment.)

5. (8:59pm) RECONVENE TO OPEN SESSION

Report on Action Taken by the Board During Closed Session, if any, pursuant to California Government Code Section 54957.1.

6. (9:00pm) ADJOURNMENT

The next regular meeting of the Board of Directors of the Kensington Fire Protection District will be held on May 11, 2022 at 7:00pm as posted on the district website.

KENSINGTON FIRE PROTECTION DISTRICT

FACILITIES FUNDING DISCUSSION UPDATE



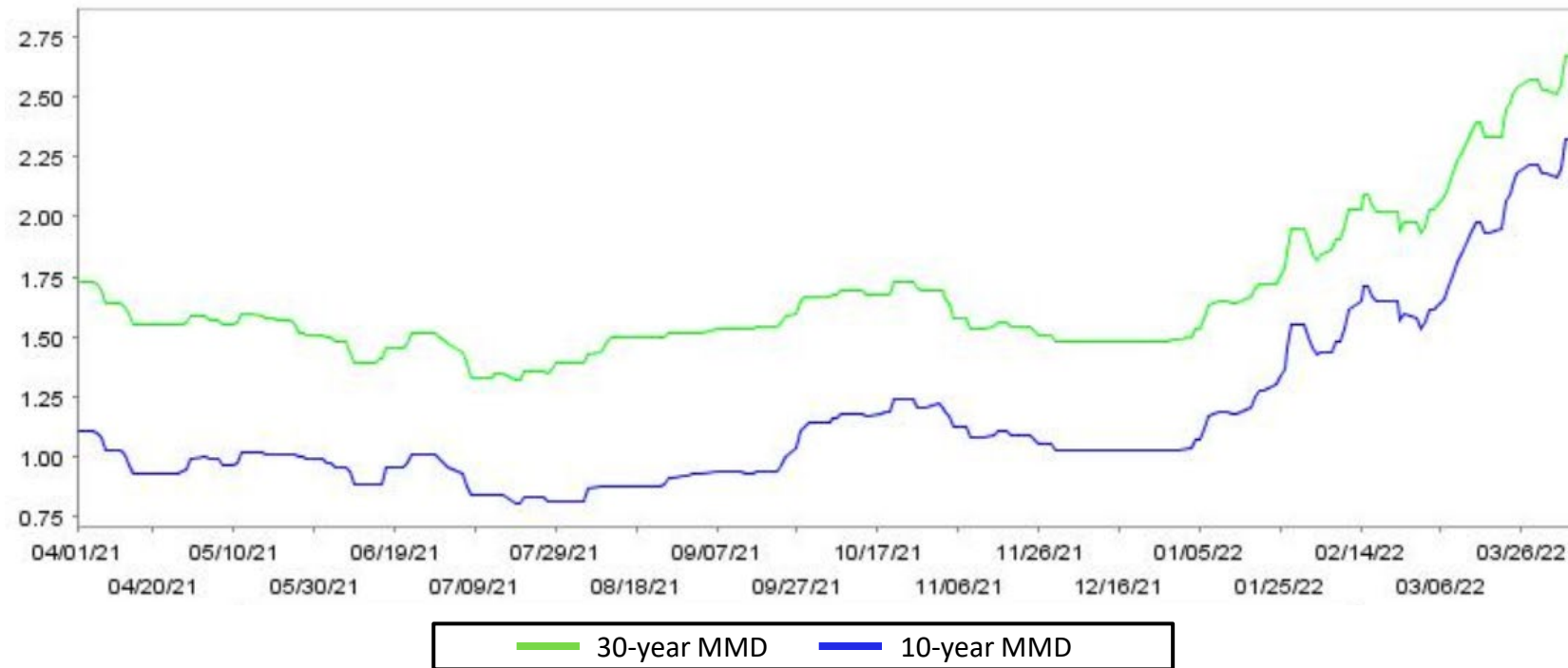
NHA | ADVISORS
Financial & Policy Strategies.
Delivered.

April 13, 2022

Historical Interest Rates

- ▶ Interest rates have risen significantly in 2022

Municipal Market Index (MMD)

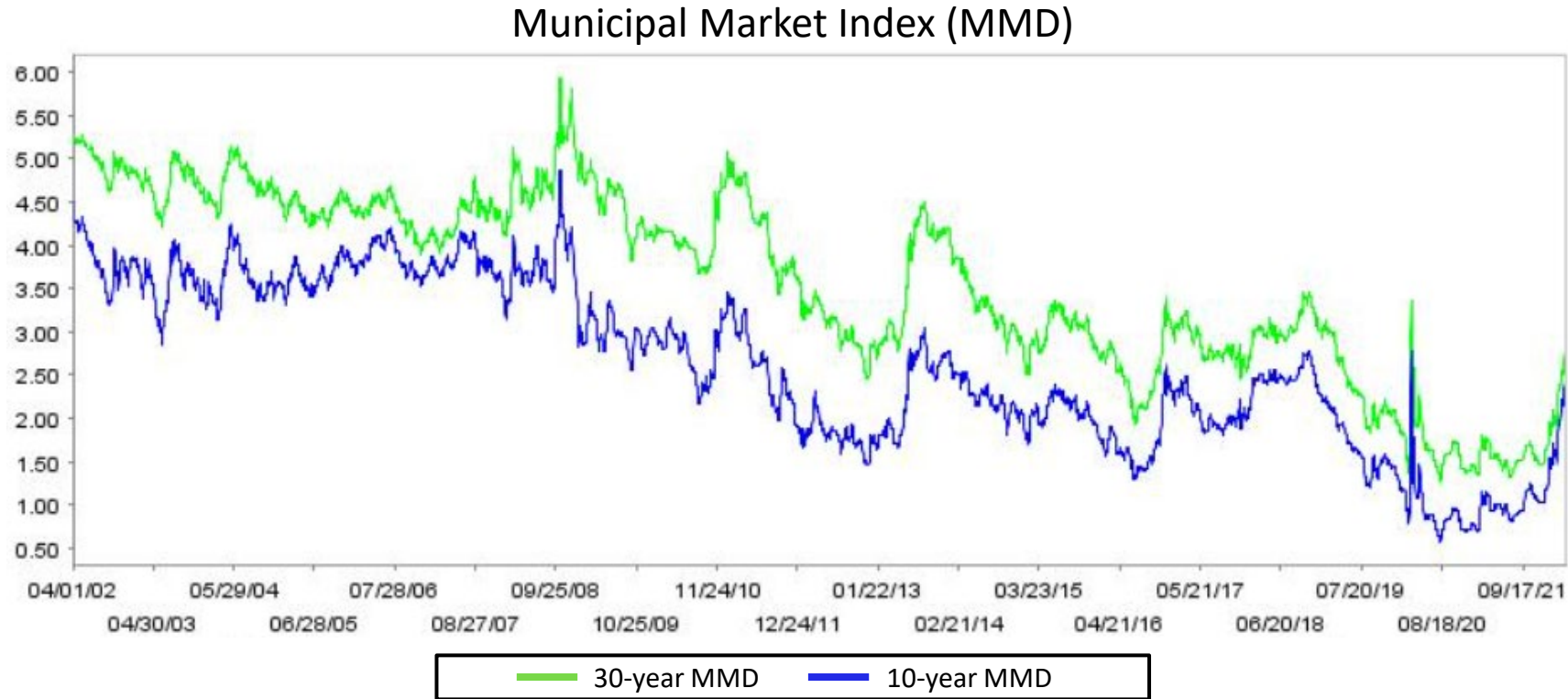


- ▶ However...



Historical Interest Rates

- ▶ ...Interest rates are still low by historical standards

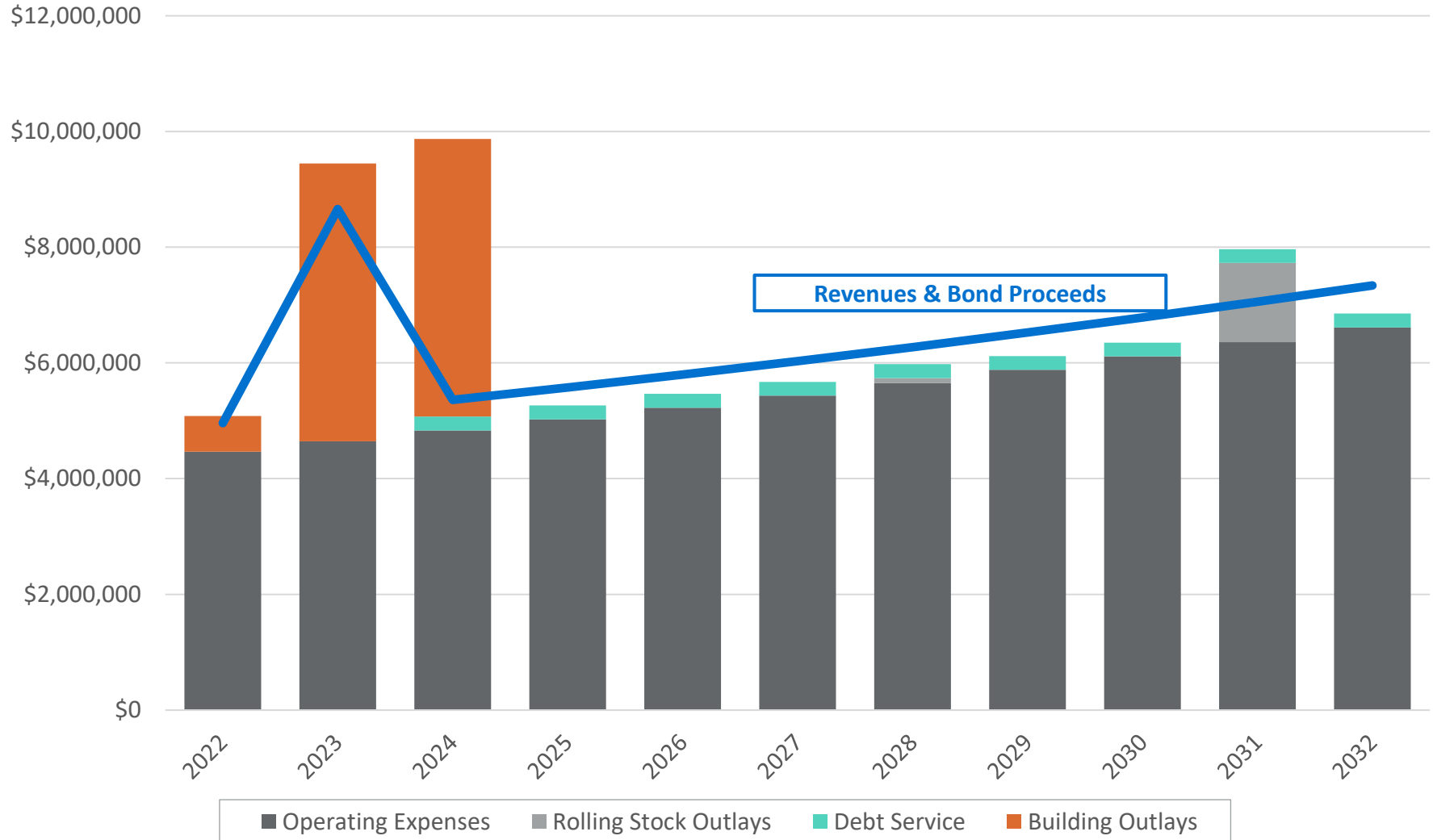


- ▶ It's hard to predict where rates might be in the summer



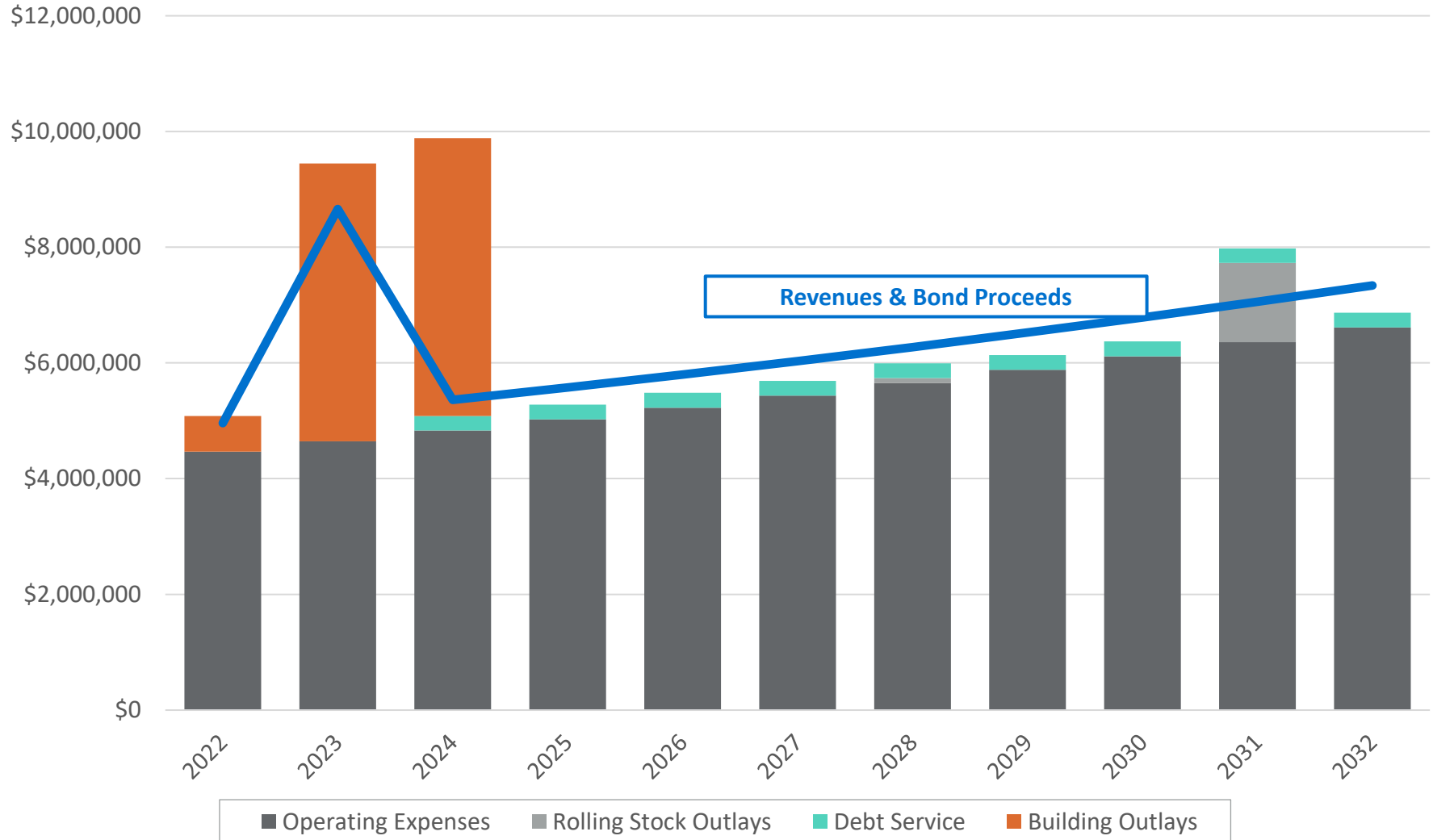
Cash Flows – Current Market (\$238K Annual Debt Service)

- ▶ \$238K of annual debt service is estimated to generate \$3.5M for projects
- ▶ An increase of \$9k since early March



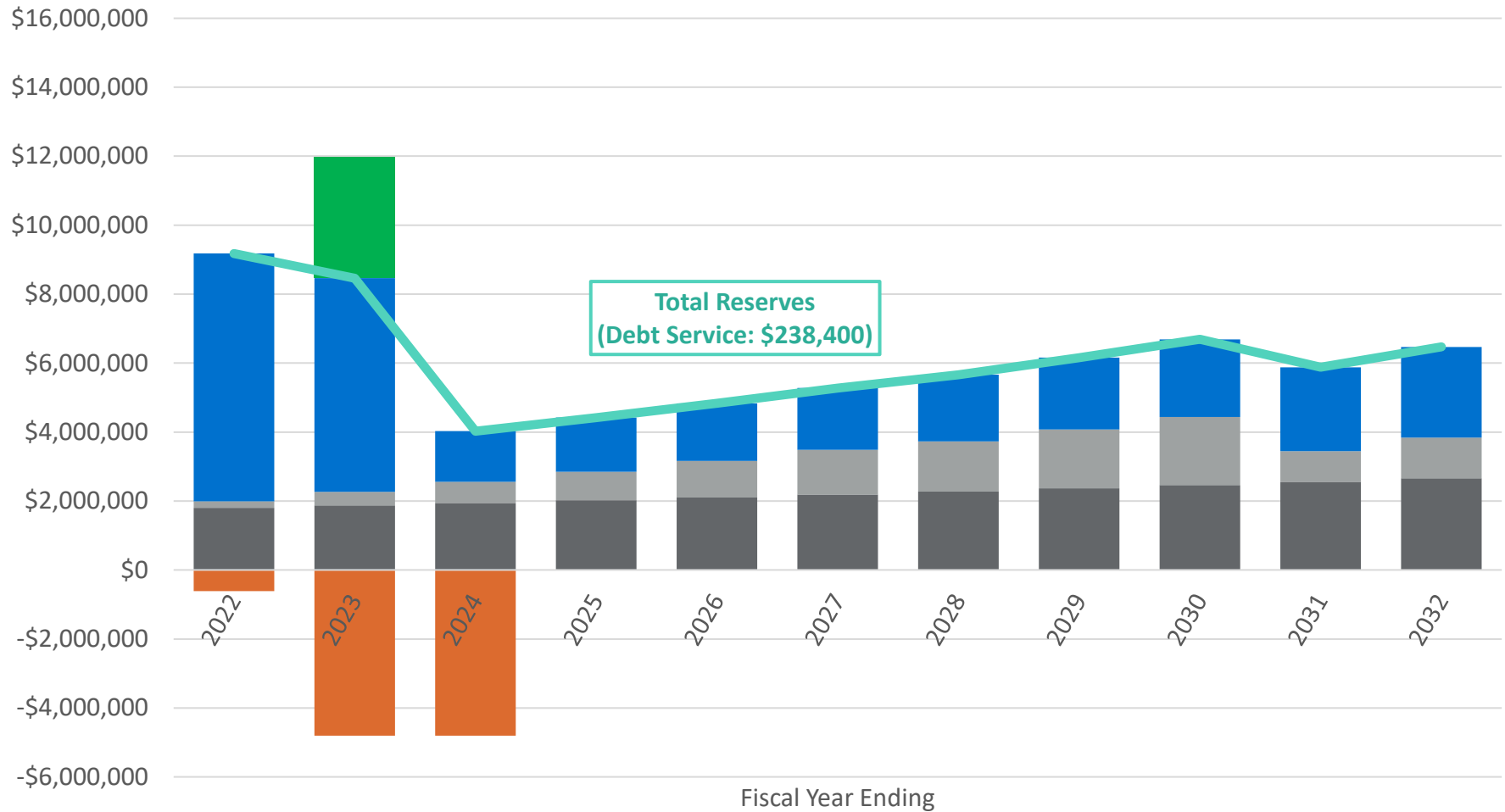
Cash Flows – Current Market + 0.5% (\$254K Annual Debt Service)

- ▶ \$254K of annual debt service is estimated to generate \$3.5M for projects
- ▶ A hypothetical 0.50% rise in rates would increase annual debt service by an additional \$16k



Reserves – Current Market (\$238K Annual Debt Service)

- ▶ Annual debt service of \$238K would:
- ▶ Fund \$3.5M of building projects
- ▶ Result in lower reserves than shown in early March

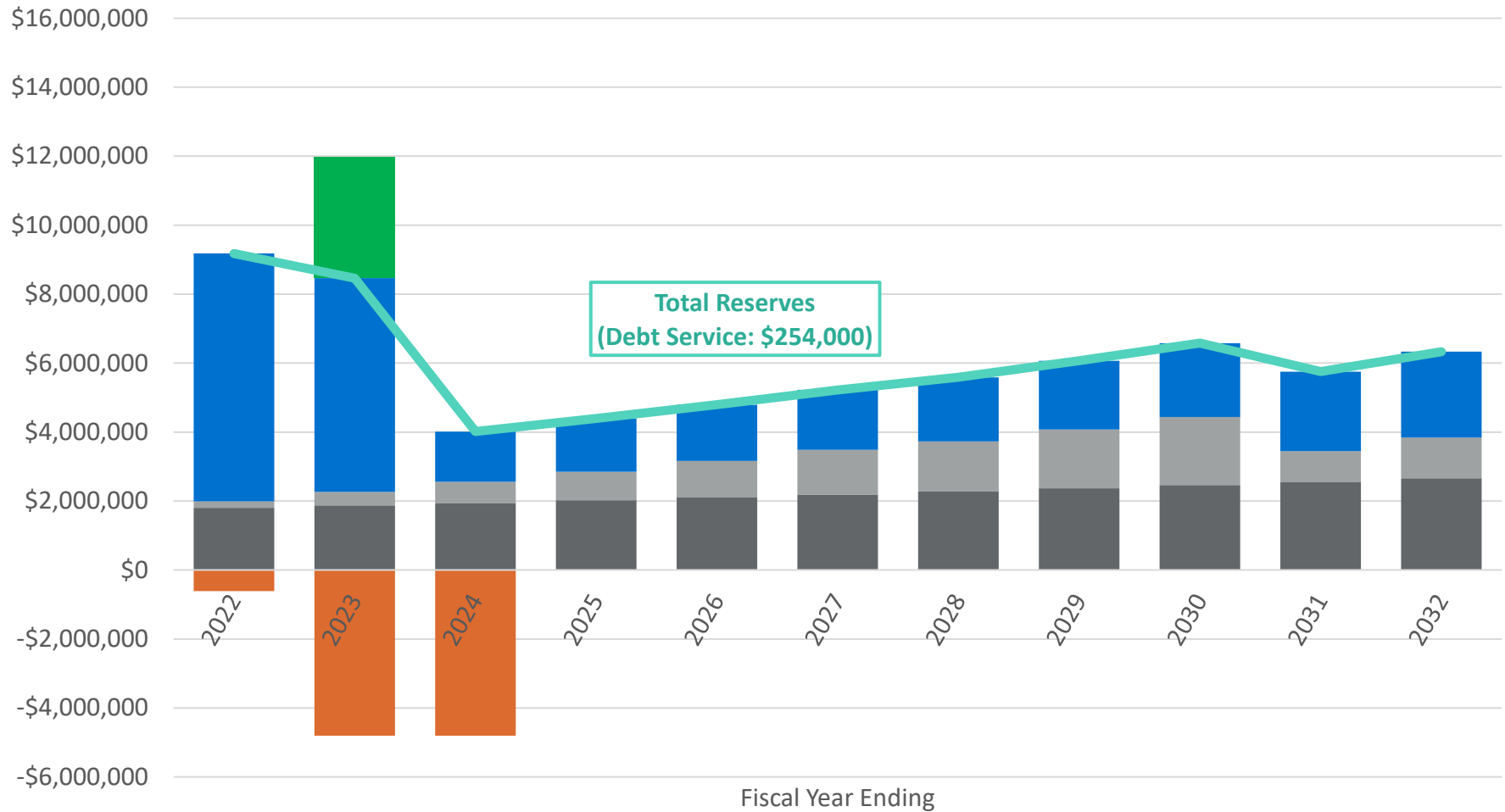


Emergency Operating Reserve
 Rolling Stock Reserve
 Building Reserve
 Bond Proceeds
 Building Projects



Reserves – Current Market + 0.5% (\$254K Annual Debt Service)

- ▶ Annual debt service of \$254K would:
- ▶ Fund \$3.5M of building projects
- ▶ Result in lower reserves due to higher debt service costs



Emergency Operating Reserve
 Rolling Stock Reserve
 Building Reserve
 Bond Proceeds
 Building Projects





457 North Broadway Street
 PO Box 38
 Joshua, TX 76058

QUOTE

CUSTOMER NAME	DEALER:
Michael Pigoni 94530 4/20/2022	DIRECT - Joseph Brown Toll Free: 866-730-9865 EXT 2233 Direct Line: 817-289-2233 Fax: 817-289-0095 jbrown@americansteelinc.com

Description							Unit Price		
	Width	Roof Length	Base Rail Length	Height	Framing Gauge				
	30	51	50	14	14			\$ 19,240.00	
	A-Frame Vertical							\$	2,370.00
	Leg Height							\$	5,800.00
2	Horizontal Sides							\$	3,780.00
2	Horizontal Ends							\$	6,300.00
2	12X12 Roll Up Doors							\$	5,290.00
1	36X80 Walk In Door							\$	380.00
1	30X53 Double Pane Window							\$	615.00
	Diagonal Bracing							\$	2,000.00
	Asphalt Anchors							\$	1,400.00

NOTE: **Equipment Fee for Install: \$1250**
Specific Plan Package: \$1630

Quote Valid for 3 Days

Sales Total		\$	47,175.00
Tax total	8.75%	\$	4,127.81
Total		\$	51,302.81
Down payment	-	\$	4,717.81
Bal Due.		\$	46,585.00

Please Inform Contractors Of Any Underground Cables, Gas lines, Or Any Other Utility Lines
AMERICAN STEEL CARPORTS WILL NOT BE RESPONSIBLE FOR ANY DAMAGE TO UTILITIES

QUOTE EXCLUDES ANY AND ALL ITEMS NOT SPECIFIED
CUSTOMER IS RESPONSIBLE FOR PERMITS



Triple Wide (26'-30' Wide)
30' W x 50' L x 14' H

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American Carports, Inc.

457 North Broadway Street • Joshua, TX 76058
American Carports, Inc is a California state licensed Contractor
(Lic. No. 879371) and bonded (CSLB Bond Number T1495L1)
The Responsible Managing Officer is Melton Castillo.

Fax this form to: (817) 484-2182 or (866) 396-2057
E-Mail to: orders@americansteelinc.com

Ready: Not Ready: Financed:

Dealer _____ Phone _____ Date _____

Buyer Name(S) _____ County _____

Buyer Address _____ City _____ State _____ Zip _____

Phone _____ (Alternative #) _____ (Email) _____

Site (Unit location if different from above): _____

Barn Style: Building Type: Carport RV Cover Mini Storage Special Order

Description	Width	Roof Length	Frame Length	Leg Height	Gauge	Price
<i>If your unit is longer than 31' in length, we strongly recommend to opt for our A-Frame Vertical roof, to avoid future leaks.</i>						
Options:	<input type="checkbox"/> Regular			<input type="checkbox"/> A-Frame Horizontal		
	<input type="checkbox"/> Vertical Roof			<input type="checkbox"/> All Vertical		
	<input type="checkbox"/> Leg Height					
	<input type="checkbox"/> Closed Sides	<input type="checkbox"/> Vertical Sides				
	<input type="checkbox"/> Closed Ends	<input type="checkbox"/> Vertical Ends				
	<input type="checkbox"/> Gable Ends	<input type="checkbox"/> Front	<input type="checkbox"/> Back			
	<input type="checkbox"/> Roll-Up Door	Size: _____				
	<input type="checkbox"/> Overhead Door	Size: _____				
	<input type="checkbox"/> Walk-In Door	Size: _____				
	<input type="checkbox"/> Window					
	<input type="checkbox"/> Anchors	<input type="checkbox"/> Mobile Home	<input type="checkbox"/> Asphalt	<input type="checkbox"/> Concrete		

Total Sale: \$ _____

Tax: \$ _____
Amnt. based on Tax Rate Of Install Location

Subtotal: \$ _____

Return Trip Transportation Fee: \$ _____
(if applicable)

Drawings: \$ _____
(if applicable)

Labor / Equipment: \$ _____
(if applicable)

Total: \$ _____

Origination Fee: \$ _____
(From the total sale before Taxes)

Balance Due: \$ _____

All Orders C.O.D.

Color:	Roof	Sides	Ends	Trim	Site Level: <input type="checkbox"/> Yes <input type="checkbox"/> No	Electricity: <input type="checkbox"/> Yes <input type="checkbox"/> No
	Ridge Cap Color (Vertical Style Only): _____					

THINGS YOU SHOULD KNOW AND THAT YOU AGREE TO:

F It is solely the Buyer's responsibility to check restrictions regarding installation of the building. Some state and local ordinances may require a foundation prior to installation. American Carports, Inc. ("ACI") does not install foundations and all costs associated with foundations shall be the sole responsibility of the Buyer. Other local or state restrictions or prohibitions may apply. The lot must be level and have an adequate foundation or the Building will be installed "AS IS" and ALL WARRANTIES WILL BE VOIDED. It is the Buyer's responsibility to research local and state restrictions or prohibitions on anchoring systems and utilize proper anchors.

G Height is measured from the top of the base rail to the sidewall (leg height), not the peak. The base rail is 12 inches shorter than the roof.

H If there is a price discrepancy over \$50.00, the ("ACI") reserves the right to cancel the order. If the Buyer wishes to place the order on hold, ("ACI") will honor the revised price for only 30 days.

I In most cases, all orders will include a free set of generic plans which may not include all options available. Custom plans specific to a purchase can be provided upon request, for an additional nonrefundable fee which MUST be paid in advance.

J It is highly recommended that all ground, gravel, or blacktop installation be securely fastened with Mobile Home anchors. Rebar anchors are designed for temporary use only. ("ACI") will not be responsible for any damage to the structure if the Buyer chooses to use only the rebar anchors provided with the Building. Not using the proper anchors may result in forfeiting the warranty. If it is not possible to install all the mobile home anchors due to rocky or other ground conditions, Buyer will be reimbursed for the mobile home anchors that are not used.

K The above pricing does not include any extra additions, tasks or requests by the Buyer. A separate quotation and approval by ("ACI") will be required. Any changes to the Building requested after its manufacture is completed, will incur a fee of at least \$175. ("ACI") reserves the right to apply and/or increase additional charges, based on the size and amount of changes.

L If you are a tax-exempt purchaser, a copy of your tax exemption certificate must be provided before delivery and installation.

BALANCES OWING: Balance due must be paid in full upon delivery. If any balance is left unpaid at the time of delivery, ("ACI") will remain the owner of the Building(s). It is at ("ACI")'s discretion, to repossess the Building(s) at any time. I give my consent for ("ACI") to enter my property and repossess the Building(s).

THIS IS A CONTRACT. By signing this, Buyer acknowledges and agrees with all the above terms contained on the front and back of this document, the three-day cancellation form and all the terms and conditions located on our website at www.AmericanCarportsInc.com/po-terms-and-conditions. This contract is NOT final until review/approval by American Carports, Inc.

Customer Signature: _____ Date: _____

Dealer Signature: _____ Date: _____

FOR OFFICE USE ONLY

American Carports, Inc.

Approval/Authorization: _____

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NOTICE: SEE OTHER SIDE OF THIS DOCUMENT FOR ADDITIONAL TERMS & CONDITIONS

General Terms and Conditions

1. **Breach of Contract.** A Party shall be in material breach and default under this Agreement upon one or more of the following events: a) The failure of such Party to properly perform or cause to be performed each and all of its duties and obligations as set forth in this Agreement. b) The breach of any representation, warranty, or covenant of the Party as set forth in this Agreement. c) The filing of a petition of bankruptcy by any Party or its creditors for relief of debt in any jurisdiction. AMERICAN CARPORTS may, if the Buyer fails to pay the full account balance due upon delivery and the Project Start Date, terminate this Agreement upon five business days written notice to the Buyer. On such termination, American Carports may recover from Buyer payment for all work completed and materials delivered and for any loss sustained by it thereon, including, but not limited to, loss of reasonable profit. A written notice must be given by either Party of a material breach of contract for other than for failure of Buyer to make a required payment, with an opportunity to cure within ten days of notice of a material breach of contract. In any dispute regarding this agreement, the prevailing party will be entitled to attorneys' fees as permitted by law.

2. **Notices by either Buyer or American Carports shall be given by certified or registered mail.** Except as to a warranty claim as set forth all notices shall be given to the addresses of Buyer and American Carports as set forth on the first page of this Agreement unless notice of change of address is given. Notices shall be deemed effective when sent.

3. **Time is of the essence in respect to the obligations of each party under this Agreement.**

4. **Transferability.** This Agreement shall be binding upon Buyer and American Carports and their respective successors and assigns. Neither Buyer nor American Carports may assign this Agreement without written consent of the other Party.

5. **Waiver.** The failure of either Buyer or American Carports to exercise any of its rights or options hereunder or to insist upon compliance with the provisions hereof by the other Party shall not constitute a waiver of the provisions and conditions of this Agreement with respect to any other or subsequent breach or waiver by either Party of its right at any time thereafter to require exact and strict compliance hereunder with all the provisions hereof. The rights and remedies are cumulative to those which may be granted by law.

6. **Governing Law.** This agreement shall be governed and construed under and in accordance with the laws of the State of California as an agreement made therein and performed in whole therein.

7. **Formation, Integration, Modification, and Severability.** This contract constitutes the entire understanding and agreement between Buyer and Seller (collectively, the "Parties") with respect to sale, manufacture, and delivery of the Building and related materials (the "Goods"). A separate additional written construction agreement is required for installation of the Building by Seller. **a) Severability.** In the event that any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, such determination shall not affect the validity of enforceability of the remainder of this Agreement, unless such provision is so material to this Agreement that fulfillment of the Parties' intent is thereby rendered impossible. **b) Integration.** This contract constitutes the entire understanding and agreement between Buyer and the Contractor with respect to installation of the Building and related materials. The terms of this contract are intended by the Parties as a final expression of their agreement with respect to these terms and also as a complete and exclusive statement of the terms. This agreement is a final, complete, and exclusive statement of the agreement of the Parties. No modifications, limitations, waivers or discharge of this agreement or any of its terms shall bind Seller unless in writing and signed by Seller's authorized employee at its home office. Notwithstanding anything to the contrary in this agreement, no modifications, limitation, waiver, or discharge of any provision of this agreement shall affect the Buyer's liabilities to Seller accrued prior thereto. Seller may correct unilaterally any mathematical and typographical errors in this agreement. Typed provisions of this agreement take precedence over printed provisions. A course of performance, course of dealing, or customs in the trade shall not constitute a modification or waiver by Seller of any right by Seller. This agreement is only for the benefit of the Parties, except all disclaimers and limitations applicable to Seller shall be for the benefit of Seller's agents, employees, contractors, and suppliers. If any provisions are determined to apply to third parties, all other provisions, including limitations, waivers, and disclaimers, shall also apply. In the event that any provision of this agreement is held invalid or unenforceable by a court of competent jurisdiction, such determination shall not affect the validity or enforceability of the remainder of this agreement, unless such provision is so material to this agreement that fulfillment of the Parties' intent is thereby rendered impossible.

8. **Attorneys' Fees.** In any dispute regarding this agreement, the prevailing party will be entitled to attorneys' fees as permitted by law.

9. **Prices, Payment, and Risk of Loss.** Prices contained in Seller's published price lists, if any, are subject to change without notice. Prices in individual written quotations or proposals are firm only for a period of thirty days from the date of the quotation, after which Buyer should inquire of Seller as to their validity and request a written confirmation or revision. Prices do not include taxes and Buyer shall pay all applicable sales or other taxes levied with respect to the Goods in this agreement, unless exempt therefrom. All prices are in United States dollars. Buyer shall pay all government fees levied on the installation and inspection of the Goods. Buyer shall pay upon receipt all invoices rendered by Seller for any such items Seller may pay. This agreement is for the manufacture and delivery of fabricated metal structures and the Goods shall be delivered F.O.B. the Buyer's place of delivery. Risk of loss passes to the Buyer upon tender of the Goods to the Buyer. Seller's breach of the agreement shall not affect the passing of the risk of loss to Buyer notwithstanding any provision of law to the contrary. It is Buyer's responsibility to ensure that the Building/carport is covered under Buyer's homeowner or other insurance. It is Buyer's sole responsibility to secure insurance coverage for the Building. Seller may unilaterally increase prices to cover increased costs (plus reasonable overhead and profit) of design, materials, and manufacturing required by changes requested by Buyer after the date of any quotation.

All amounts due on installation or other event which requires the action or cooperation of Buyer which Buyer fails to supply timely shall become due upon such failure. If payment is made by check and the check is returned NSF, Buyer will be responsible for additional expenses incurred by Seller as a result of the returned check. Seller reserves the right to charge additional fees as allowed by law for checks returned NSF. There fees may include a \$35 service charge.

10. **Delivery.** Shipping dates are estimated based on Seller's present engineering and manufacturing capacity and scheduling and may be revised by Seller upon receipt of or scheduling of Buyer's order. All shipping dates are approximate and shall be computed from the date of entry of the order on Seller's books. All shipping dates are further subject to Seller's prompt receipt from Buyer of a written purchase order or acceptance, letter of credit, down payment, and other condition as specified in this agreement, and of all drawings, information, and approvals necessary to provide the Goods and to grant any credit proposed in this agreement. All deliveries will take place at the site where the Building is to be installed, as stated herein above, unless otherwise specified above by the Buyer.

11. **Delay of Shipment or Performance Excused for Various Reasons.** If shipment of any item or other performance by Seller is delayed at the request or due to the fault of the Buyer, the Seller, at its option, may hold the item at the place of manufacture at the risk and expense of the Buyer from the time it is ready for shipment. In the event of any such delay in shipment, full and final payment for an item shall be due and payable thirty days after the Buyer is notified that the item is ready for shipment. If the Seller is unwilling to accommodate Buyer by holding such item, the Buyer shall accept shipment immediately.

12. **Dates for Seller's performance are estimates only.** In addition, the Seller shall not be in default because of its delay or failure to deliver or perform resulting, in whole or in part, from (i) any foreign or domestic embargoes, seizures, acts of God, insurrections, war, or the adoption or enactment of any law, ordinance, regulation, ruling or order, or, (ii) the lack of usual means of transportation, fires, floods, explosions, strikes or any other accidents, contingencies, or events at the Seller's or its supplier's plant or elsewhere (whether or not beyond the Seller's control) which directly or indirectly interfere with, or render substantially more burdensome, Seller's production, delivery, or performance.

13. **Limited Warranty.** Seller warrants, for a period of 20 years from the date of completion of installation, against rust through on the framing only assuming normal user care and maintenance on 12-gauge material only. This warranty does NOT apply to 14-gauge materials. Seller warrants workmanship maintenance for a period of 1 year from date of complete installation, against general leaks, damaged delivered pieces, panels, trim, tubing, doors, braces, repairs and rust to the metal or frame of the building, only assuming normal care and maintenance. **a) Leaks.** Leaks that occur in the roof of the building where metal is fastened to the frame are covered in this 1-year maintenance warranty. i) Overlaps on Horizontal roof panels are not covered on buildings longer than 31ft. ii) No Warranty is provided for leaking at base rail or under the doors. (all doors: overhead, roll-up, and walk-in) iii) Skylights (clear panels) are not covered under the warranty. **b) Wind.** All buildings are installed with the standard rebar rod which does not provide any warranty against wind damage. (Customers may purchase the proper anchoring system, braces and supports which will provide a wind rating and/or warranty.) Wind Warranty is voided when customer uses their own anchors or when the anchors cannot be securely fastened into the ground due to rock or unlevelled ground which does not allow the mobile home anchors to be properly fastened. i) Damages caused by wind to the sheet metal or trim are not covered in the 1-year limited warranty. ii) When a roll-up door or an overhead door is installed; the gap at the top is not a defect; therefore, it is not covered under this warranty. **c) Miscellaneous.** The limited workmanship warranty only applies to defects directly caused by original installation. If the purchaser damages the unit after delivery or installation; then he / she will become responsible to cover the cost of the materials labor to complete the repair. i) Screws. all of our units come with the standard galvanized screws. The color screws to match the color on the siding (metal panels) are available at an additional cost. ii) Additions. Any additions to the unit after a year or more after the original installation; will not have any warranties, nor is going to extend the warranties on the exiting unit, or the addition. 1. Any additions decided on site will not have any type of warranties. 2. No additions can be done to units that are 3 years or older. 3. No additions can be performed, if the purchaser doesn't have the original invoice to show that is one of our units. 4. Seller will not add or remove material (s) from units that are not ours. iii) No side jobs are going to be covered under the limited warranty. **d) Repair Claims Procedures.** Any claim under this limited warranty must be in writing and sent to **American Carports Inc., 457 N Broadway St, Joshua, TX 76058**, and be received within 30 days of discovering the claimed defect. The following must be taken into consideration before any claim can be submitted: i) The claim has to be made by the original purchaser (the person on the contract). 1. Calls received from another person not included on the contract, will not be processed as a claim. 2. The original purchaser has to give written/verbal authorization for another person to represent them. ii) The purchaser MUST have the original signed invoice to provide to seller, in order to present a claim. iii) American Carports Inc. reserves the right to ask the purchaser for pictures in order to process a claim. iv) The customer has to be aware that after a claim is received, the seller is going to conduct an investigation to determine the possible cause (s) of the issue; and after the research, a resolution is going to be presented. This will apply to any claim including tilted /collapsed units. 1. The seller must have a reasonable opportunity to inspect the claim, purchaser cannot perform any repair prior to said inspection or the terms of the warranty could be voided. v) No made up information is going to be accepted, the purchaser must have the proper proof of contact with any of our customer service personnel. (representative name, voice mail, e-mail, etc.) vi) Rust: The 14-gauge steel option carries a 1 year no rust warranty (normal frame material only). The 12-gauge mainframe material 20 year no rust warranty. Both cases, assuming normal care and maintenance. [framing is described as rail, legs, and bows.] Units without any extra material (trusses, hat channels, etc..) written on the contract; are only rated for 30 PSF ground load. Check with your local ordinances before purchasing.

NOTICE OF RIGHT TO CANCEL

Date of transaction _____
Date

Cancel no later than midnight of _____
Date

_____ (Buyer's Initials) The law requires that the Contractor give you a notice explaining your right to cancel. Initial the check-box if the Contractor has given you a "Notice of the Three-Day Right to Cancel".

You, the buyer, have the right to cancel this contract within three business days.

If you cancel, the contractor must return to you anything you paid within 10 days of receiving the notice of cancellation. For your part, you must make available to the contractor at your residence, in substantially as good condition as you received them, goods delivered to you under this contract or sale. Or, you may, if you wish, comply with the contractor's instructions on how to return the goods at the contractor's expense and risk. If you do make the goods available to the contractor and the contractor does not pick them up within 20 days of the date of your notice of cancellation, you may keep them without any further obligation. If you fail to make the goods available to the contractor, or if you agree to return the goods to the contractor and fail to do so, then you remain liable for performance of all obligations under the contract.

The goods must be returned in the same condition as upon delivery. Any changes to the goods by installation or otherwise, whether installed by Contractor or Buyer, will result in a partial or total deduction from your refund equal to Contractor's estimate of the value of any portion that is not reusable or resalable. If you choose to cancel your purchase and installation, the dealer to which you paid your down payment is responsible for returning your down payment and not American Carports, Inc.

You may cancel this transaction by e-mailing, mailing, faxing, or delivering a written notice to the contractor by midnight of the third business day after you received a signed and dated copy of the contract that includes this notice to:

American Carports, Inc.
457 North Broadway Street • Joshua, TX 76058
Fax: (817) 484-2182 or (866) 396-2057 **E-Mail:** orders@americansteelinc.com

Your name, your address, and the date you received the signed copy of the contract and this notice is required to process the cancellation of your order.

I _____ hereby cancel this transaction _____
Buyer's Printed Name Date

Buyer's Signature

Address City State Zip Code

Phone Number Fax Number E-Mail Address